
543

WHEREAS, the BRA is undertaking an Urban Renewal Project

WHEREAS, the existing transit facilities are noisy and unsightly, depress real estate values, interfere with commercial, residential and street and highway system development, and have a blighting influence on the surrounding area, and under the Charlestown Urban Renewal Plan it is essential that the existing transit facilities be removed;

WHEREAS, the removal of the existing transit facilities can only be accomplished after construction of operable substitute transit facilities (hereinafter called the "substitute transit facilities") because the existing transit facilities in Charlestown form a major link in the MBTA transportation lines from Downtown Boston to Charlestown and the suburbs located northeast, north and northwest of Boston;

WHEREAS, the BRA must insure conformity of any substitute transit facilities with its local planning objectives respecting improved traffic, public transportation, and pedestrian movement, as well as its general design objectives contained in the Charlestown Urban Renewal Plan;

WHEREAS, the MBTA would not undertake and pay for the removal or relocation of the existing transit facilities in the Project Area in the foreseeable future without BRA participation out of Project funds in the cost of the removal and relocation;

WHEREAS, the BRA and the MBTA desire to provide for the construction of the substitute transit facilities, clearance of the existing transit facilities, orderly development of surplus MBTA land, and reimbursement by the BRA of the removal and relocation costs pursuant to Section 26V of Chapter 121 of the Massachusetts General Laws, (Ter. Ed.), as amended, and HHFA recognizes as an eligible site improvement cost under Title I of the Housing Act of 1949, as amended, the removal of the existing transit facilities located within the Project Area and the MBTA facilities at Sullivan Square and the relocation of such

facilities to the new accepted route located inside the Project Area and to a limited extent outside of the Project Area as may be required by the relocation;

WHEREAS, in connection with the construction and clearance which is necessary relocation work, the MBTA desires to do additional work which will consist of improvements to, and not relocation of, existing transit facilities; and

WHEREAS, the substitute transit facilities, including the new Sullivan Square and Charlestown stations and the proposed right-of-way for the relocated tracks, are shown on the map attached hereto as Exhibit "A" and entitled "Proposed MBTA Right-of-Way through Charlestown Urban Renewal Area and Adjoining Area and Proposed Stations in the Vicinity of Community College and Sullivan Square", prepared by _____, dated _____ (hereinafter called the "map") and an engineering and cost analysis report (hereinafter called the "engineering report") has been prepared by Colonel S.H. Bingham (Ret.), Engineering Consultant for the MBTA (hereinafter called the "engineering firm").

NOW, THEREFORE, the parties hereto do mutually agree as follows:-

1. The BRA and the MBTA agree with the findings of the engineering firm contained in the engineering report to the effect that the construction of the substitute transit facilities are required by the relocation of the existing transit facilities and the estimated costs for the removal and the relocation of the existing transit facilities are fair and reasonable, and further agree that the general location of the substitute transit facilities as shown on the map is acceptable and that the location of such facilities for construction purposes shall be subject to agreement by the parties.

2. The MBTA shall remove the existing transit facilities in accordance with paragraph 15 hereof and construct the substitute transit facilities in accordance with the Final Plans and Specifications approved under paragraph 5 hereof.

3. The BRA and the MBTA, based on the engineering report, agree that the total amount of reimbursement for removal and relocation costs required under Section 26V of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, and the total extent of BRA liability on account of such costs and for property acquisition by the BRA from the MBTA in connection with this agreement shall not exceed \$12 million.

4. (a) Subject to that agreed maximum, the BRA agrees to pay for the total cost that is actually incurred by the MBTA in accordance with the approved Final Plans and Specifications for the removal and relocation of the existing transit facilities located within the Project Area and the MBTA facilities at Sullivan Square, including among other things:-

- (i) Demolition of the existing traffic facilities, provided that BRA shall in no event pay therefor more than the lesser of (a) the net cost thereof, less salvage, or (b) \$300,000;
- (ii) Acquisition of land necessary for the location of the substitute transit facilities;
- (iii) Construction of the substitute transit facilities including a new station at the proposed Community College site, a new station to replace the present Sullivan Square station, a viaduct over the Mystic Branch of the Boston & Maine Railroad Corporation, tracks following the new approved route, and a tunnel along a portion of the route, all as shown on the map.

(b) Such payment shall be conditional upon the finding by the BRA that the total cost up to a maximum of \$12 million has been incurred by the MBTA in acquiring the land and in performing the demolition and construction work.

(c) To enable the BRA to determine what costs have been incurred, the MBTA shall submit to the BRA prior to making any request for reimbursement, and not less frequent than semi-annually, periodic reports containing evidence in form satisfactory to the BRA as to what monies have been expended for land acquisition, demolition and construction.

(d) In no event shall any costs incurred by the MBTA for services performed by its employees be paid by the BRA under

subparagraph (a) of this paragraph without written approval by the

BRA which shall be given before such costs are incurred.

5. (a) The MBTA shall submit for approval by the BRA, the Preliminary Plans and Specifications and Final Plans and Specifications for the two proposed new stations, one at Sullivan Square and the other in the vicinity of the proposed Community College site, and other substitute transit facilities, the location of which is to be consistent with that shown on the map, at least thirty (30) days prior to the completion dates specified in the contract between the MBTA and the engineering firm for such plans and specifications, respectively.

Preliminary Plans and Specifications include plans showing (i) the location and size of the two proposed stations, and in connection with the stations, pedestrian and vehicular access, parking and utility distribution at a minimum scale of 1" = 40'; (ii) location and number of tracks and elevation thereof at a minimum scale of 1" = 40'; (iii) preliminary building plans, elevations and sections at a minimum scale of 1/16" = 1' - 0"; and (iv) perspective sketches and/or model and outline specifications. All the above shall be in sufficient detail to indicate the general form, character, materials and methods of construction of the proposed substitute transit facilities.

Final Plans and Specifications shall mean complete working drawings and specifications of the substitute transit facilities ready for bidding by the contractors.

The BRA shall review and approve or disapprove such plans and specifications and shall, within thirty (30) days after receipt of each set of documents, notify the MBTA of its approval or disapproval in writing, setting forth in detail any grounds for such disapproval. If no grounds of disapproval are delivered in writing to the MBTA within thirty (30) days after submission of the documents or any resubmission thereof as hereinafter provided, such documents shall be deemed approved.

(b) In the event of a disapproval, the MBTA shall, within thirty (30) days after the date the MBTA receives written notice of such disapproval, resubmit the documents to meet the grounds of disapproval. All resubmissions shall be subject to the review and approval of the BRA in accordance with the procedure hereinabove provided for an original submission until such documents shall be approved by the BRA.

(c) Requests, recommendations or suggestions with respect to such plans and specifications made by the BRA at any time prior to final acceptance thereof by the BRA shall not be unreasonably refused by the MBTA. The BRA shall have access to all preliminary drawings and other work prepared by the engineering firm. At least three (3) certified full and complete sets of the detailed plans and specifications in the form accepted by the MBTA shall be furnished to the BRA.

6. (a) As soon as possible after the acceptance of Final Plans and Specifications by the BRA, the MBTA shall confer with the BRA with respect to the performance of the relocation work in accordance with such Final Plans and Specifications, the selection and contracting with a responsible general construction contractor or contractors and such other responsible contractors as may be desirable, and with respect to the terms and conditions of each such contract (including the compensation to be paid for each phase of the relocation work). At least fifteen (15) working days before the date on which the MBTA proposes to contract with any such contractor, the MBTA shall submit such proposed written contract to the BRA for its consideration of the terms and conditions thereof (including the form of any such contract).

(b) Such contract both before and after any change referred to in subparagraph 6(d) below shall contain an itemization of the compensation in sufficient detail to enable the BRA to determine the price agreed to in such contract for each item claimed by

the MBTA to be reimbursable pursuant to the cost estimate prepared by the engineering firm and upon which itemization the BRA and the MBTA shall agree before any construction work thereunder commences. Such contract shall further require such contractor to itemize in similar detail any requisition for payment submitted in accordance with such contract.

(c) Such contract must conform to applicable Federal, State or local law and to regulations of the HHFA in the same manner and to the same extent as if it were a contract with the BRA.

Any change in the time schedule for performance of this Cooperation Agreement, as found in paragraph 8 hereof, must be approved by the BRA.

In addition, any request, recommendation or suggestion made by the BRA at any time prior to the MBTA's entering into such contract shall be carefully considered and not unreasonably refused by the MBTA. At least three (3) certified copies of any such contract in the form executed shall be furnished to the BRA.

(d) Any departure from the work outlined in the approved Final Plans and Specifications or change in any term or condition of any contract referred to in paragraph 6 above (including any order for extra work pursuant to such contract) shall, if practicable, be submitted to the BRA not less than ten (10) working days before such departure or change is to become effective or as soon as possible thereafter. The BRA shall have the right to consider and disapprove any such departure or change, if:-

- (1) Such departure or change contravenes Federal, State or local law or regulations of the HHFA, or

(2) Such departure or change, the cost of which the MBTA is claiming reimbursement for, is not essential to the relocation work, provided, however, that any change shall be deemed essential if at the time when made, it reasonably appeared to the Chief Engineer of the MBTA necessary to order that such change be made immediately to insure safety or structural strength.

(e) In all events, any request, recommendation or suggestion concerning any such departure or change made by the BRA at any time prior to the date on which such change is to take effect shall be carefully considered and not unreasonably refused by the MBTA. At least three (3) certified copies of any such departure or change in the form effective shall be furnished to the BRA.

(f) The MBTA agrees that any costs or expense incurred under any such contract which has, in whole or in part, been disapproved of by the BRA shall not be claimed as reimbursable items pursuant to paragraph 4 hereof.

7. Upon request by the BRA prior to the execution of any contract, or taking effect of any departure or change referred to in paragraph 6 hereof, the MBTA shall delay such execution or taking effect until further notice by the BRA, and in the event of the MBTA's failure or refusal to delay such execution or taking effect, no cost or expense on account of such contract or departure or change which would not have been incurred on account thereof if such execution or taking effect had been delayed, and the modification desired by the BRA made therein, shall be included as an item of cost or expense to be reimbursed by the BRA pursuant to paragraph 4.

8. The MBTA shall adhere to the following time schedule (reference should be made to Right-of-Way Map):-

| <u>Project</u> | <u>Commencement</u> | <u>Completion</u> |
|---|---------------------|-------------------|
| Construction of substitute facilities from north side of Charles River to Haymarket Square | January 1966 | June 1968 |
| Construction of substitute facilities from and including the new Sullivan Square Station to the north side of Charles River | Summer 1966 | June 1968 |
| Demolition of transit facilities within Project Area and at Sullivan Square | January 1968 | January 1969 |

provided, however, that if the MBTA is delayed at any time or times in the performance of its obligations hereunder due to any act or neglect of the BRA (including any request or notice pursuant to paragraph 7 hereof, or any delay by the BRA in granting property interests duly requested pursuant to paragraph 10 hereof, or in performing work for which the BRA is responsible pursuant to paragraph 10 hereof), or any delay by the Boston & Maine Railroad Corporation in reaching agreement to sell property it owns that is required for the construction of the new transit facilities, or due to any other unforeseeable cause beyond its control and without its fault or negligence (including acts of God or of the public enemy or of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, force majeure or delay of contractors or subcontractors due to such causes), then the time for performance hereunder shall be extended accordingly for such period or periods as shall be reasonable in all the circumstances; provided that the MBTA shall, within ten (10) days after the beginning of such delay, have given the BRA notice in writing of such delay and of the cause or causes therefor.

9. The MBTA shall acquire, either by purchase or by eminent domain, under Chapter 79 of the Massachusetts General Laws, (Ter.Ed.), or otherwise, such portion of the railroad properties and other properties as shown on the map and defined by the dashed lines entitled, "Proposed Lines of Taking", for the route of the MBTA through

the Project Area and also such properties for the two proposed new MBTA stations as referred to on said Map. No property owned by the BRA may be acquired by eminent domain by the MBTA. The MBTA and the Authority shall coordinate their respective activities in connection with the acquisition or taking of railroad properties in order to minimize land costs or damages and eliminate severance damages and shall delay or advance their respective acquisition or taking schedules in order that simultaneous acquisitions or takings may occur, provided, however, that if such delay would result in a departure by the MBTA from the time schedule set forth in Section 8 above, the MBTA may adhere to such acquisition or taking schedule and take or acquire the property within the "Proposed Lines of Taking" independently and without waiting for the acquisition or taking of adjacent land by the BRA.

10. (a) The BRA shall, upon written request by the MBTA before any construction work hereunder commences and from time to time thereafter as may be necessary, grant to the MBTA, by appropriate instruments, such temporary or permanent underground and/or surface easements situated within the Project Area, to the extent that such property is, at the time of the request, owned by the BRA, and to the extent that such property may reasonably be required by the MBTA for the construction, maintenance and operation of any permanent or necessary temporary substitute for the existing facilities to be abandoned (which have hereinbefore been described). The BRA shall be responsible for the demolition to the level of the surface of the surrounding ground of buildings and structures located on such property or interest therein to be transferred to the MBTA, but the BRA makes and will make no representation or warranty with respect to the condition of any of the land, the subsurface conditions or the suitability of any of the land for any particular purpose.

(b) The MBTA agrees for itself, its successors and assigns that any easements or other interests in property granted to the MBTA by the BRA pursuant to this Agreement shall be devoted to and only to the uses for which the same shall have been granted, and the use thereof shall not be restricted or affected in any manner upon the basis of race, religion, creed, color or national

or ancestry; the covenants contained in the foregoing clause of this sentence shall run with the land and shall be contained in substance in any instrument granting such easement or other interests.

(c) The BRA will furnish to the MBTA all necessary survey, topographical, property and miscellaneous data, requested by the MBTA and which the BRA has available.

11. (a) The MBTA shall make every reasonable effort to avoid interfering with the BRA's plans and programs for the Project Area, including the BRA's relocation of residents and business concerns, its demolition and removal of buildings, its construction, reconstruction and site improvement work, and its disposal of property. The MBTA shall attempt to minimize during the progress of the relocation work, any interruption of or interference with surface vehicular traffic, and when, in the reasonable opinion of the Director of New Construction of the MBTA, such interruption or interference is deemed necessary, the BRA shall be advised of and consulted with in this regard as soon as possible. The MBTA shall also cooperate with utility companies and appropriate departments of the City of Boston with respect to any interruption or reduction in usability of any street or any interruption or impairment of utilities or City facilities or services by or in connection with the relocation work, and shall cooperate with the BRA concerning the exact location and relationship of the relocation work where such relocation work nearest approaches new facilities, construction, reconstruction, and site improvement work within the Project Area.

(b) The BRA shall minimize, and bind any relevant contractor or redeveloper to minimize, interference with the operation and use of MBTA facilities within the Project Area until such facilities are abandoned by the MBTA pursuant to paragraph 15 hereof.

12. (a) The MBTA shall from time to time, and at least as often as monthly, make written reports to the BRA concerning the progress and status of the work.

(b) All relocation work, and the records and accounts of the MBTA with respect to costs and expenses in connection therewith, shall be subject to inspection at any and all reasonable times by representatives of the BRA, the City of Boston, the Commonwealth of Massachusetts, and the United States of America. All such records and accounts shall be kept and preserved and shall be at any and all reasonable times available for copying and/or audit by such representatives.

13. All applicable laws, ordinances, codes, and regulations shall be complied with at all times in the course of work hereunder, and the MBTA shall cause appropriate safety precautions to be observed and safety measures to be taken during the course of such work.

14. The MBTA shall make, or cause to be made, prompt payment of all monies due and owing to all persons, firms and corporations doing any work, or furnishing any materials or supplies, or renting any equipment to the MBTA or any of its contractors or subcontractors, in connection with any work hereunder. The MBTA shall further indemnify the BRA and hold it harmless from any and all loss, expense, damages or claim for damages (except any such loss, expense, damage, or claim caused by negligence or fault of the BRA or any of its contractors or subcontractors) which arises out of any work hereunder, or any injury (including death) of any person or persons or any damage to property (except such injury or damage caused by negligence or fault of the BRA or any of its contractors or subcontractors) which (a) occurs on any property used exclusively by the MBTA or any of its contractors or subcontractors or (b) is caused by negligence or fault of the MBTA or any of its contractors or subcontractors.

15. As soon as operable substitute transit facilities, either temporary or permanent, are available and may lawfully be operated by the MBTA, the MBTA shall abandon transit service over the existing transit facilities, or any portion thereof as shall have been replaced.

Upon abandonment of the existing transit facilities, or any portion thereof, the MBTA shall proceed without delay to remove such facilities, or portion thereof, and put the surface of all public ways disturbed by such removal into as good condition as the adjacent surface of such ways, restore to good condition sidewalks affected by any such removal, and repair any damage done by such removal to any building or other structure to which the existing transit facilities may be affixed.

16. This Agreement is contingent upon the execution of a contract or contracts with the Housing and Home Finance Agency by the BRA whereby the Housing and Home Finance Agency will make grants under the provisions of Title I of the Housing Act of 1949, as amended, to the BRA for the costs of relocation required by Section 26V of Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, to be borne by the BRA. The MBTA agrees to bear the portion of all costs of relocation not reimbursed by the BRA pursuant to paragraph 4 hereof.

17. The MBTA hereby gives, grants and conveys to the BRA any and all rights to the property it presently occupies within the Project Area, and gives any and all rights it may have to the same, and shall, insofar as such property does not revert to the City of Boston by operation of law, upon demand by the Authority and with no consideration, execute and deliver the deeds and other instruments to give, grant, convey or release any right it may have to such property to the BRA.

The MBTA shall offer to sell the property it presently occupies at and in the vicinity of Sullivan Square as described in Schedule I attached hereto that is no longer needed for MBTA purposes subject to a veto that may be exercised by the BRA over such sale if the intended use of the land to be sold is not consistent with the Charlestown Urban Renewal Plan for the Project Area. To insure that the development of the property listed in Schedule I is consistent with the provisions of the Urban Renewal Plan, the MBTA shall include in any notification of sale thereof and any deed conveying MBTA's interest therein such reasonable

land use controls and building requirements as may be recommended by the BRA and in such form as may be satisfactory to the BRA.

18. Not less than the respective salaries prevailing in the locality, as determined pursuant to the attached "Determination of Prevailing Salaries of Technical Positions", shall be paid to persons in respective occupations listed therein employed in performance of work under this Agreement, and the MBTA agrees to incorporate the provisions of this paragraph in any contract into which it enters for such work. The MBTA shall furnish the BRA with a certification as to compliance with this paragraph, and a similar certification of contractors with respect to employees engaged in work under this Agreement.

19. If, in the performance of this Agreement, there is any underpayment of salaries by any contractor or subcontractor, there shall be withheld from the contractor or subcontractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed for and on account of the contractor or subcontractor to the respective employees to whom they are due.

20. There shall be no discrimination against any employee who is employed on any work hereunder, or against any applicant for employment on such work, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21. No member of the governing body and no other officer, employee, or agent of the BRA or the MBTA who exercises any functions or responsibilities in connection with the carrying out of the

projects to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

22. No member of the governing body of the City of Boston, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Projects to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

23. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

24. (a) The MBTA shall include or cause to be included in any contract or subcontract covering any work hereunder (including professional or technical services in connection herewith) a clear definition of the character, extent and scope of work or services to be performed, a statement of the maximum compensation or reimbursement to be paid (or, in the case of legal services involving litigation, an estimate thereof), and terms and conditions which are in substance the same ("MBTA" being substituted for "Local Public Agency") as the terms and conditions, Part II of the form of General Specifications in Urban Renewal Administration form H-673 (in the case of any other contract). Any such contract or subcontract shall be in writing and shall conform to Federal, State and local law. In addition, to the extent that the MBTA intends to claim or claims reimbursement for employee time and expenses pursuant to paragraph 4 hereof, the MBTA itself shall be bound as "the Contractor" by said terms and conditions in said form H-621B or said form H-673 (as may be appropriate).

(b) The MBTA shall include or cause to be included in any contract or subcontract covering any work hereunder the following clause: The Contractor (subcontractor) covenants that he has

not employed or retained any company or person (other than a full-time bona fide employee working for the contractor) to solicit or secure this contract, and that he has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract.

(c) The MBTA shall furnish to the BRA such affidavits and other documents or forms executed by contractors or subcontractors as may be requested by the MBTA.

(d) The BRA shall be named as one of the obligees of any payment or performance bond furnished to the MBTA in connection with any work hereunder.

25. Except as otherwise provided in specific paragraphs hereof:

- (a) Any notice, request, statement or other communication required or permitted to be given hereunder by either party to the other shall be sufficient if in writing and mailed by certified or registered mail addressed to, or delivered in hand to, the General Manager or the Director of New Construction of the MBTA or the Development Administrator of the BRA (as the case may be); and
- (b) Whenever approval or other action by either party is required or permitted to be given or taken hereunder, a representation by the General Manager of the MBTA in writing, addressed to the BRA, that such approval has been or is given or such other action has been taken by the MBTA, or a representation by the Development Administrator of the BRA in writing, addressed to the MBTA, that such approval has been or is given or such other action has been taken by the BRA, shall be for the purpose hereof, conclusive evidence to such addressee of the facts so represented.

26. Anything to the contrary hereinbefore notwithstanding, the MBTA shall not be obliged to enter into any construction contract, or to commence or cause to be commenced any construction work hereunder unless and until the BRA shall have advised the MBTA that provisions for payment substantially as contained in paragraph 4 hereof, have received any necessary approval by the Housing and Home Finance Agency. Any delay by the MBTA caused by the BRA's not having so advised the MBTA shall be deemed for the purposes of paragraph 8 hereof, to be due to act or neglect of the BRA.

WITNESS the execution hereof as of the day and year first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By

Development Administrator

ATTEST:

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY

By

HOUSING AND HOME FINANCE AGENCY
Urban Renewal Administration

DETERMINATION OF PREVAILING SALARIES OF TECHNICAL POSITIONS

A. Boston Redevelopment Authority C. Boston, Massachusetts

B. 1108 City Hall Annex
Boston, Massachusetts 02108

D. Classification of Employment Prevailing Salaries
Determined by Admin:

| | <u>Regular</u> <u>Rate</u> | <u>Per Time</u> <u>Period*</u> | <u>Overtime</u> <u>Rate</u> | <u>Per Time</u> <u>Period*</u> |
|--------------------------------|-------------------------------|-----------------------------------|--------------------------------|-----------------------------------|
| 1. Planner (3) | 4.85 | | | |
| 2. Planner (2) | 3.60 | | | |
| 3. Planner (1) | 3.30 | | | |
| 4. Engineer (3) | 4.85 | | | |
| 5. Engineer (2) | 3.60 | | | |
| 6. Engineer (1) | 3.30 | | | |
| 7. Architect (3) | 4.85 | | | |
| 8. Architect (2) | 3.60 | | | |
| 9. Architect (1) | 3.30 | | | |
| 10. Landscape Architect (3) | 4.30 | | | |
| 11. Landscape Architect (2) | 3.90 | | | |
| 12. Landscape Architect (1) | 3.00 | | | |
| 13. Draftsman (3) | 4.00 | | | |
| 14. Draftsman (2) | 3.15 | | | |
| 15. Draftsman (1) | 2.50 | | | |
| 16. Chief of Party (Surveying) | 3.30 | | | |
| 17. Instrumentman | 2.60 | | | |
| 18. Rodman | 2.06 | | | |
| 19. Chainman | 1.98 | | | |

* Year indicated by "Y", Month by "M", Week by "W", and Hour by "H".

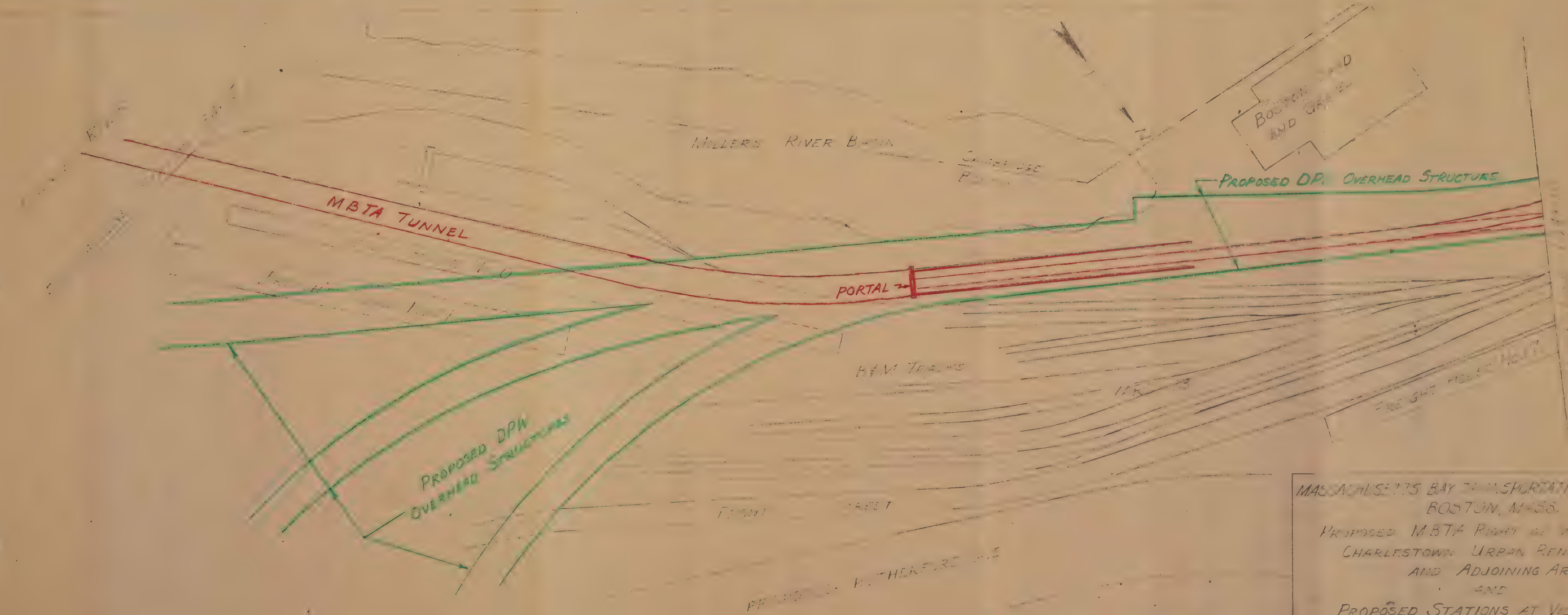
The rates indicated above are determined to be the salary rates prevailing in the above locality for the respective classifications of architects, technicians, engineers, draftsmen, and technicians employed in the development of Title I projects.

In order to fulfill the provisions of the contract or contracts for Title I financial assistance you shall require the payment of not less than the salaries prevailing in the locality as herein determined, to such technical personnel employed in the development of the aforementioned Title I projects as are within the purview of the determination. This determination supersedes all previous determinations.

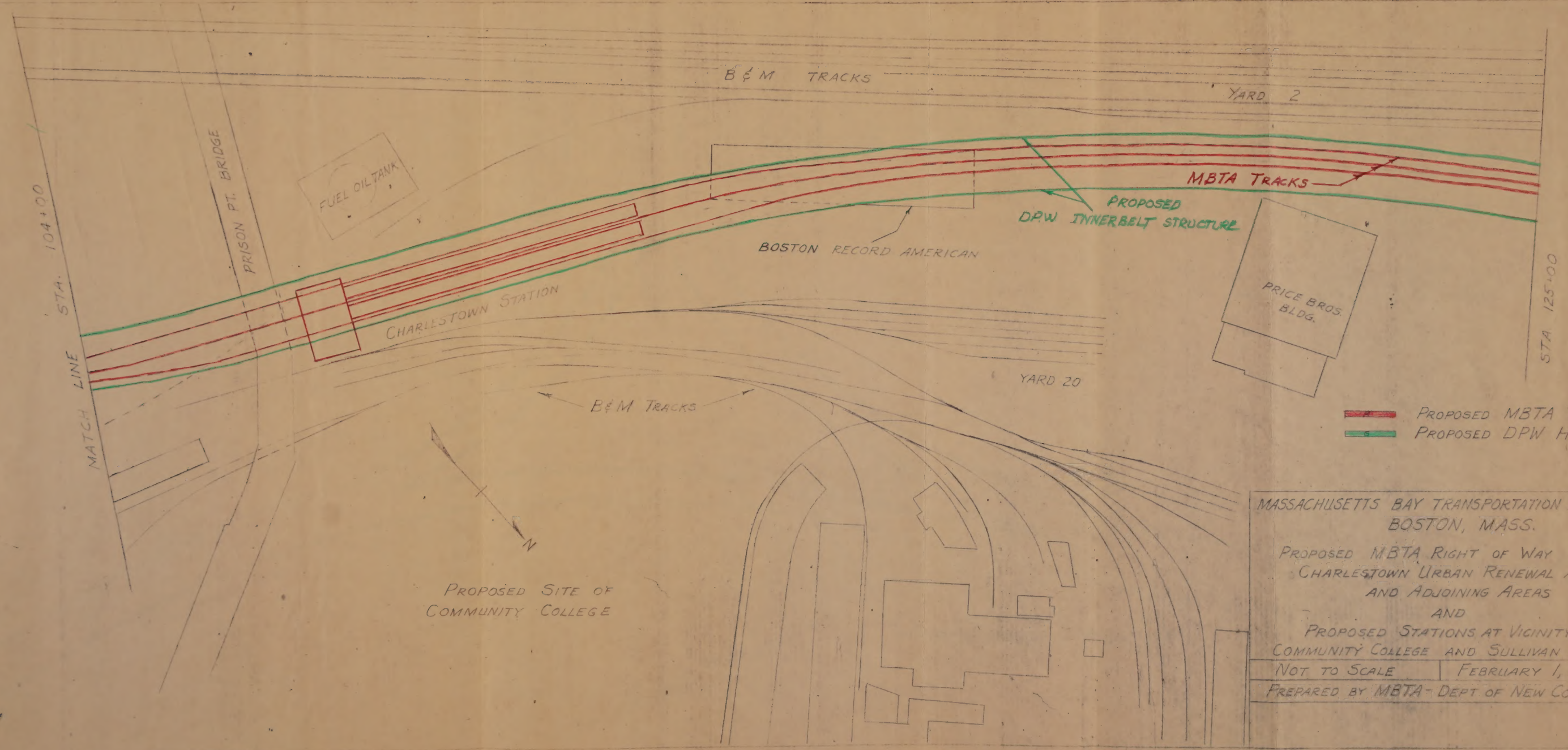
HOUSING AND HOME FINANCE ADMINISTRATOR

BY: C. J. Horan
Regional Director of Urban Renewal

DATE: September 10, 1965



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
BOSTON, MASS.
PROPOSED MBTA RIGHT OF WAY THROUGH
CHARLESTOWN URBAN RENEWAL AREA
AND ADJOINING AREAS
AND
PROPOSED STATIONS AT VICINITY OF
COMMUNITY COLLEGE AND SULLIVAN SQUARE
NOT TO SCALE FEBRUARY 1, 1966
PREPARED BY MBTA - LOWELL AREA DIVISION



— MBTA TRACKS
— DPW HIGHWAY

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
BOSTON, MASS.

PROPOSED MBTA RIGHT OF WAY THROUGH
CHARLESTOWN URBAN RENEWAL AREA
AND ADJOINING AREAS
AND
PROPOSED STATIONS AT VICINITY OF
COMMUNITY COLLEGE AND SULLIVAN SQUARE

NOT TO SCALE FEBRUARY 1, 1966

PREPARED BY MBTA - DEPT OF NEW CONSTRUCTION

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
BOSTON, MASS.

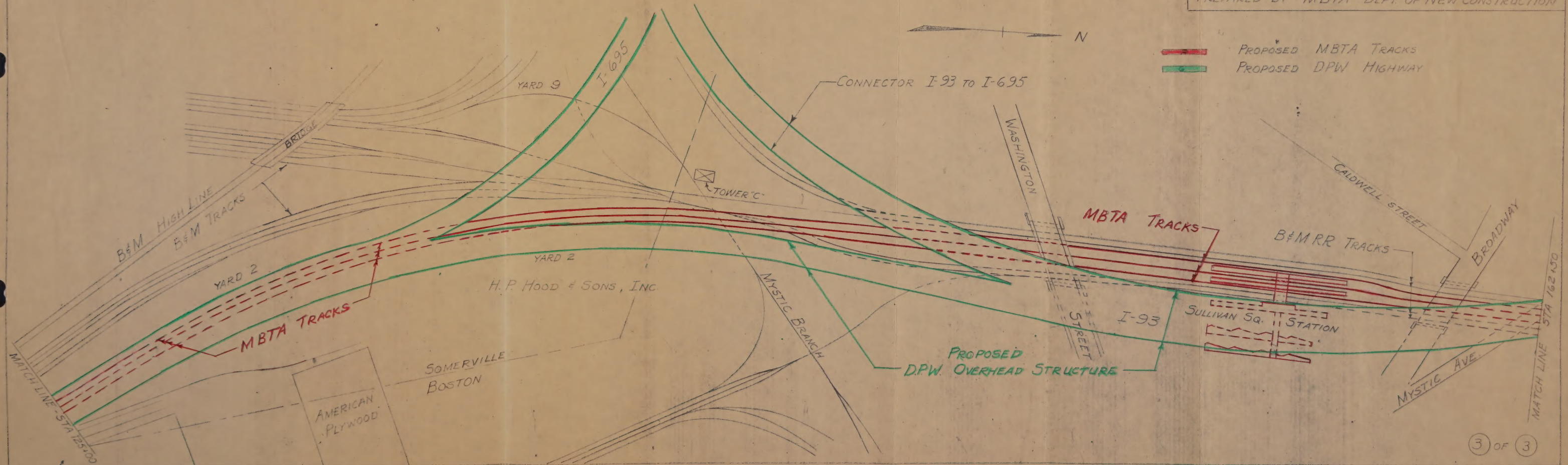
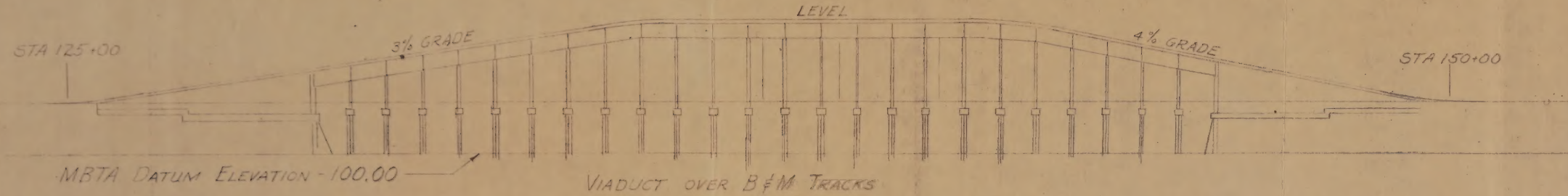
PROPOSED MBTA RIGHT OF WAY THROUGH
CHARLESTOWN URBAN RENEWAL AREA
AND ADJOINING AREAS

AND
PROPOSED STATIONS AT VICINITY OF
COMMUNITY COLLEGE AND SULLIVAN SQUARE

NOT TO SCALE

FEBRUARY 1, 1966

PREPARED BY MBTA - DEPT. OF NEW CONSTRUCTION



MEMORANDUM

November 24, 1965

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: EL REMOVAL COOPERATION AGREEMENT WITH MBTA
CHARLESTOWN PROJECT

Included as a major element in the Charlestown Project is the removal of the elevated structure in Charlestown. Preliminary federal approval of reimbursement by the Authority of up to \$12 million for the cost of relocating this structure was given last February. The Authority, City Council and MBTA votes required by HHFA have been passed.

MBTA is proposing to put out for bid as soon as possible Section I of the Haymarket Square to Reading extension. This Section will include part of the route required on account of the relocation of the elevated structure in Charlestown. Section II for which design work is being undertaken by the MBTA will include the remainder of the route required on account of the relocation, as well as two new stations to replace the existing City Square, Thompson Square and Sullivan Square stations.

In order for the MBTA to ask for construction bids, it is necessary for the Authority and the MBTA to enter into a Cooperation Agreement providing for the \$12 million reimbursement by the Authority. Such an agreement has been prepared by the staff of the Authority and agreement with the MBTA on all substantive provisions has been reached.

The Agreement provides for completion of the relocated facilities by June, 1968 and demolition of the elevated structure by January, 1969.

It is important also to point out that the Agreement insures that MBTA property at Sullivan Square remaining after the relocation

shall be developed in a manner consistent with the Charlestown Urban Renewal Plan.

In order to be in a position to sign the Agreement with the MBTA, necessary authorization from the Authority is needed as this time.

An appropriate vote is attached.